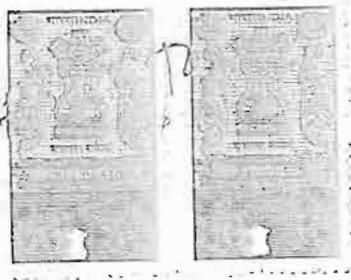


M/S
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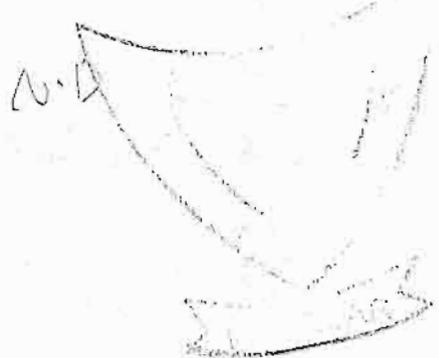
Amount..... 100

Purpose/Use..... Coll. Affair

07 MAY 2013

RAJ SINGH STAMP VENDOR

Gurgaon (Haryana)



440

COLLABORATION AGREEMENT

THIS AGREEMENT is executed on this 08th day of May 2013

BETWEEN

M/s North Star Towers Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the FIRST PART.

M/s Green Gem Estates Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia Sharma authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the SECOND PART.

M/s Martix Buildwell Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia Sharma authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the THIRD PART.

For North Star Towers Pvt Ltd.

Sonia Lohia
Authorized Signatory

For North Star Apartments Pvt Ltd.

Sangita
Authorized Signatory

प्रलेख नः 440

दिनांक 08/05/2013

<u>डीड सर्वाधी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील Manesar	गांव/शहर बदा
भवन का विवरण	
भूमि का विवरण	
धन सर्वाधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेंसिंग शुल्क 2.00 रुपये
	15000

Drafted By: C L Arora adv ggn

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 08/05/2013 दिन बुधवार समय 2:41:00PM वजे श्री/श्रीमती/कुमारी M/s North Star Towers Pvt.Ltd. पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी B-4/43 Safdarjung en. N delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Sangeeta

हस्ताक्षर प्रस्तुतकर्ता

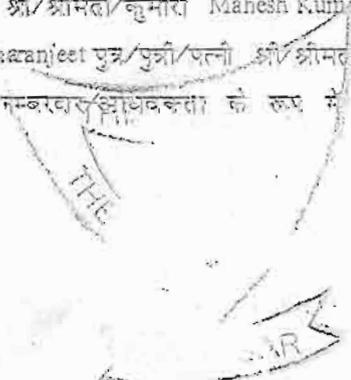
Sangeeta
उप/संबुद्धत पंजीयन अधिकारी
Manesar
मानिसर

श्री M/s North Star Towers Pvt.Ltd. Etc thru Sonia Lohia(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru-Sangeeta Kataria रावेदार हाजिर हैं। प्रस्तुत प्रलेख को तय्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख को अनुसार 0.00 रुपये की राशि रावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित भग्रिम अदा की गई राशि को लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Mahesh Kumar Chauhan Adv पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Manesar व श्री/श्रीमती/कुमारी Charanjeet पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sumer singh निवासी Vill kherki daula ने की। साक्षी नः 1 को हम नम्बरवार अध्याधिकृतता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 08/05/2013



Sangeeta
उप/संबुद्धत पंजीयन अधिकारी
Manesar
मानिसर

M/s Bluechip Properties Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the FOURTH PART.

M/s Shiva Profins Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the FIFTH PART

M/s Esteem Towers Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the SIXTH PART

AND

M/s North Star Apartments Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office 4th Floor, The Plaza, M. G. Road, Gurgaon, Haryana through Ms. Sangeeta Kataria authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors, administrator and permitted assigns of the SEVENTH PART.

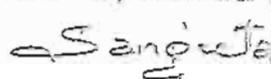
The Parties of the First to Sixth Part shall herein after jointly be referred to as the 'OWNERS' and Party of the Seventh part shall herein after be referred to as 'DEVELOPER'.

WHEREAS the owners are the sole and absolute owner and seized and possessed of total land measuring 65.0625 acres situated in the revenue estate of village Badha, Sini, and Nawada Fatehpur, Tehsil Manesar Distt Gurgaon, Haryana (herein after referred to as "Said Land") more specifically delineated and showing ownership, landholding details in the Schedule of the land annexed hereto and marked as Annexure -A and except the owners no other person has any claim on the said land and the said land is free from all encumbrances, charges, prior agreements /arrangements, sale, gift, mortgage, Will, Trust, Exchange,

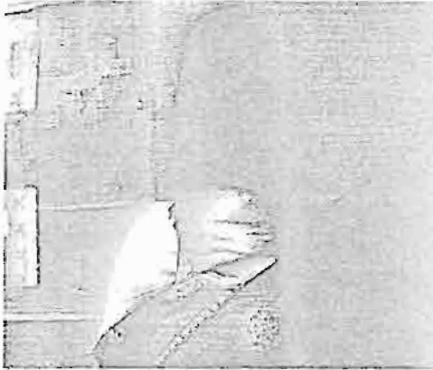
For North Star Towers Pvt. Ltd.


Authorized Signatory

For North Star Apartments Pvt Ltd

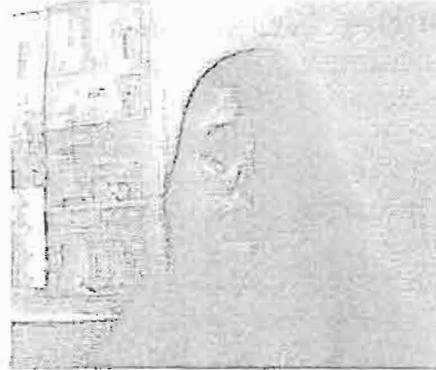

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Reg. No. 440 Reg. Year 2013-2014 Book No. 1



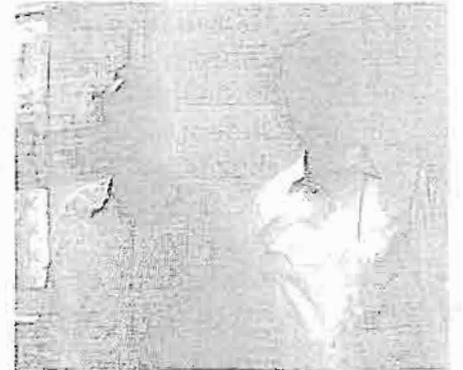
पेशकर्ता

पेशकर्ता
Sonia Lohia Sonia



दावेदार

दावेदार
Thru-Sangeeta Kataria Sangeeta



गवाह

गवाह 1:- Mahesh Kumar Chauhan Adv. Mahesh गवाह 2:- Charanjeet Charanjeet

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 440 आज दिनांक 08/05/2013 को वही नः 1 जिल्द नः 219 के पृष्ठ नः 111 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही सख्या 1 जिल्द नः 76 के पृष्ठ सख्या 81 से 82 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये हैं।

दिनांक 08/05/2013

उप/सुपुंडित मैनेसर, अधिकारी
Manesar
मानेसर



Lease, court injunction, acquisition, attachment etc. nor there are any registered or unregistered encumbrances whatsoever in respect of the said land

AND WHEREAS the land Owners represent that as per the master Plan of Gurgaon the said land falls in the residential Zone and want to develop the said land in keeping with the Master Plan, however the land Owing Companies are not in a apposition to carry out the development of the said land and have approached the Party of the Seventh part / Developer to obtain license and other approvals / permissions required and develop the said land.

AND WHEREAS the Developer is engaged in the real estate development business and enjoys sound reputation in the real estate business and intend to promote and develop the "Said land" at its own cost and responsibility in terms of the License to be granted and on terms and conditions as stipulated hereunder.

AND WHEREAS relying upon the representation and assurance of the Owners with regard to its ownership in respect of Said Land, the Developer agreed to join hands with the Owners to develop the said land for development of the said Project and three separate Development agreements were entered between the Parties on 25.8.2012, 28.8.2012 and 31.12.2012.

AND WHEREAS the Developer has applied to the DTCP for grant of the Licenses for development of the said land vide applications dated 3.9.2012, 30.10.2012, and 28.1.2013 and paid the requisite fees and charges to DTCP.

AND WHEREAS upon discussions & deliberation on various aspects of the development & collaboration vide revised understanding dated 18.3.2013 the Owners and the Developer have mutually agreed to revise the terms of the said Agreements and consolidate the said three development Agreements on the following terms and conditions:

NOW THEREFORE THIS DEVELOPMENT AGREEMENT WITNESSETH AS UNDER:

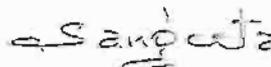
1. BASIC AGREEMENT :

- 1.1 Subject to the terms of this Agreement and in consideration of the mutual obligations to be fulfilled herein and in consideration thereof the Owners hereby irrevocably permit and authorize the

For North Star Towers Pvt. Ltd.


Authorized Signatory

For North Star Apartments Pvt. Ltd.


Authorized Signatory



Developer or their nominee/s to enter upon land and develop the same in terms of the license to be granted. The Owner, simultaneously with the execution of this Agreement, has handed over the Said Land to the Developer for the purpose of carrying out development and construction of the Said Project on the Said Land, in accordance with the License, sanctions and approvals along with all support infrastructure thereon at cost and expenses to be paid and borne by the Developer. However possession of the said land for development shall not be construed as delivery of possession of said Land in part performance of any contract under Section 53-A of the Transfer of Property Act, 1882.

- 1.2 The Developer shall also provide all internal developments in the Project like paths, sewage, drainage, water supply, electricity, lights etc., at its own costs and expenses as per approvals, permissions and licenses on the terms and conditions, as specified hereinafter.
- 1.3 The Developer shall obtain the requisite license from DTCP, Haryana and all other necessary Approvals from the Regulatory Authorities and commence development of the Project in accordance with this agreement within 12 months from the date of receipt of license and all necessary approvals and sanction from the Concerned Authorities, which are necessary for the commencement of the Construction.
- 1.4 That subject to force majeure or as may be mutually decided between the Parties in writing, the Developer shall complete the Development within the period of 36 months from the date of commencement of the Development with a grace period of 6 months. However it is clearly agreed and understood between the parties that the Developer shall complete the project in all respect within the period 60 months from the date of commencement of Development.
- 1.5 It is agreed between the parties that the Owners have handed over physical vacant possession of the said Land to the Developer and have permitted the developer to enter upon the said land only for the purpose of development of the said project and the legal ownership and possession shall continue to remain with the Owners during the subsistence of this agreement

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2. PROJECT COST :

- 2.1 The entire cost of development of the said project except as mentioned hereinafter shall be borne paid and arranged by the Developer only at its own cost and sources. The Owners shall not be liable for finance or arrange any funds for the development of the said project in any manner. It shall inter-alia comprise of and include all development related cost but not limited to the following:
- 2.1.1 The cost and expenses towards obtaining permission etc. from the concerned authorities related to post construction approvals/permissions including but not limited to renewal license fees, cost ,expenses, penalty and interest , if any
- 2.1.2 Cost of construction materials of all nature including the cost of the site development.
- 2.1.3 Cost for the development of common areas, path, landscaping etc. and also for electrification, sewerage and for providing other facilities and amenities etc. in the said Project including cost of all equipment / installations etc. and amount paid for obtaining sanctions / approvals from the concerned authorities including preconstruction and post construction sanctions shall be born and paid by the Developer.
- 2.1.4 All expenses related to development of the said project including salary, wages, Architect fees, consultants fees etc shall be paid by borne by the Developer.
- 2.1.5 All taxes in respect of the said Land till the possession is handed over to the Developer, shall be paid and borne by the Owners and thereafter it shall be borne and paid by the Developer. However, upon receipt of the possession of Owners' allocation by the Owners or their nominee, any tax payable on the owners' allocation / units shall be bone and paid by the owners or their nominees.
- 2.1.6 That all payment of External Development charges / Internal Development charges (EDC/IDC) including interest , penalty or any demand related to the EDC/IDC in respect of the entire project shall be born by the Developer. It has been clarified that Owners shall not be liable for payment of any EDC/IDC. However, in the event the Owners collect any EDC/IDC from the prospective Buyers of its allocation, the Owners shall refund such receipts to the Developer.

For North Star Towers Pvt. Ltd.

Sanchit
Authorized Signatory

For North Star Apartments Pvt Ltd.

Sanchit
Authorized Signatory



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2.1.7 The Developer shall arrange bank guarantee as may be required by the concerned authorities at Developers cost, expenses and responsibility and in no way the Owners shall be liable in any manner.

2.1.8 It is clearly agreed and understood between the parties that the developer is accepting the said project on as is where is basis and as such in the event there is any liability on account of any outstanding dues or demands on the said land or in respect of any claim or claims by third party on the said land, it shall be the sole liability of the developer to discharge the same and no way the owner shall be liable to pay any such claim notwithstanding that such liability has arising after signing of this agreement.

3. PERMISSION FOR APPOINTMENT OF CONTRACTORS/SUB-CONTRACTORS

3.1 Those Owners do hereby admit and declare that the Developer shall have full authority and power to appoint any other contractor or sub-contractors and vendors and assign specific works of the project without any further approval of the owner. However the Owners shall not be responsible for fulfillment of any obligation created by the Developer in any manner.

3.2 The owners do hereby agree that the Developer and their nominees are entitled to all the easementary and other rights and appurtenance enjoyed by the Owner.

4. COVENANTS, OBLIGATIONS AND UNDERTAKING OF THE OWNER :

4.1 The owners shall be responsible for complying with all statutory requirements / laws with respect to their ownership, title and all issues arising there from or connected therewith and general concerning their obligations hereunder in respect of the said Land.

4.2 The owners shall keep the title of the said land free from all kind of encumbrances and marketable during the completion of the said project and till execution of sale deed in respect of the allocation of the Developer in favour of the Developer or its nominee. However the Owner does hereby agree to create the encumbrances /charges in favour of Banks/financial Institutions / Lenders at the wish and desire of the Developer.

For North Star Towers Pvt. Ltd.

Sanku
Authorized Signatory

For North Star Apartments Pvt Ltd.

Sanku
Authorized Signatory



- 4.3 The owners shall sign, all documents and papers affidavits, indemnity Bonds ,or any documents as may be required to be sign by the Owners by the Authorities or as may be required by the Developer for permissions and sanctions from all Governmental and or other authorities including the Layout Plan/sanction of Building Plans/Revised/Modified Plans/Service Plan ,revalidation of licenses, approvals and sanctions etc. and as may be required for commencement, continuation and completion of the Project.
- 4.4 The owners shall permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the Developer , its staff, appointed Architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.
- 4.5 The owners shall execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the Project including obtaining temporary / permanent electric connection from Electricity Authority/Board, Water connection, Tube well etc. It is understood that by doing so the Owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- 4.6 The Developer shall defend, all suits, proceeding and cases that may be initiated by any third party against the title of the Owners in respect of the said land at the developers cost and expenses. However the owners shall be responsible to provide all documents and information that may be required by the developer from time to time including signing of any application /affidavits etc. so as to enable the developer to defend any such actions.
- 4.7 The owners shall execute and sign Power of Attorney in favour of the Developer or its nominee to enable the Developer to apply for and obtain all necessary permissions, sanctions, renewal of licenses etc from the concerned authorities and to sale/ transfer allocation for the Developer in the said project in part or in full or/built up space/apartment and or any facility in the said project and for further purpose to sign allotment letter, agreement for sale, sale deed ,lease deed , receive consideration and issue receipt thereof and to do all lawful acts, deeds, matters and things pertaining to the Said land/said project so as to enable the Developer to commence and complete and market its allocation in accordance with this Agreement. However, the execution of the POA does not absolve the Owner from its primary obligation to sign and file all application and also pursue and obtain all permissions,

For North Star Towers Pvt Ltd.

Sanjay
Authorized Signatory

For North Star Apartments Pvt Ltd.

Authorized Signatory



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documents as may be required from time to time to conclude the project.

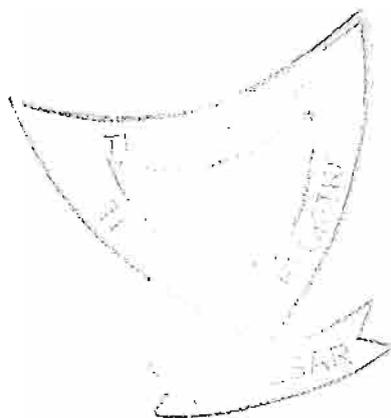
- 4.8 That all stamp duty and registration charges payable on this instrument or any other documents executed in furtherance to these documents shall be the liability of the developer.
- 4.9 The owners shall abide by the laws applicable to the said land and any local enactments that may become applicable in future with respect to the said Land or the buildings on the said Land.
- 4.10 The owners shall cooperate with the Developer not to create any hindrance in respect of completion of the said project in any manner.
- 4.11 The owners shall after the execution of this Agreement, not do anything on the said Land, which would any way affect the title and /or other rights appurtenant thereto including the right of easement and shall ensure that the Owner shall have a good and marketable title to the said Land till the completion of the project in all respect and transfer of the Developer's allocation in favour of Developer or its nominee by execution and registration of transfer deed / sale deed as is required under the provisions of law.
- 4.12 The owners shall cooperate with the Developer and not to create any hindrance in respect of completion of the said project in any manner.
- 4.13 The owners agree that the plans and drawings of the project will not be used for any other project by the owners without the consent and concurrence of the developer.
- 4.14 The owners agree and permit the Developer or their nominee to make additions and alterations to the plans of development.
- 4.15 The owners agree that the developer shall have right and authority to use roads, sewerage links, water electricity line constructed by the Developer as part of development of the said Project for the use of any other project carried adjacent to this project.
- 4.16 The owners do hereby declare that the owner have full authority to enter into the present agreement and get the said land developed thorough the Developer on the terms and conditions as stipulated under this agreement.

For North Star Towers Pvt Ltd.

Sandeep
Authorized Signatory

For North Star Apartments Pvt Ltd.

Sandeep
Authorized Signatory



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4.17 It is mutually agreed to between the parties that the Owners shall put to the Developers Disposal "Additional Land", if any, for Development along with the 'said Land', to be developed by the Developer on the same terms and conditions.

5. COVENANTS, OBLIGATIONS AND UNDERTAKING OF THE DEVELOPER :

5.1 The developer shall develop the said Project at their own cost and responsibility in accordance with the sanction and approvals license and shall abide all rules and regulations and notifications and shall strictly abide by the laws, rules and regulations which are or shall be applicable to the development of the said land from time to time. In the event of any violation, infringement, non-observance of any of the said laws, bye-laws, rules and regulations by the developer, it shall bear upon itself entirely the consequences thereof, and shall be responsible for any levies, penalties, fines that they may be imposed/enforce and shall always keep the owner indemnified and harmless in respect of the same.

5.2 It is mutually agreed to between the parties that the developer shall prepare and hand over the plans/drawings of the entire project to the owner within 30 days from this day or such extended period the parties may mutually agree to enable the Owners to sign and submit the same. The developer covenants with the owners that developer will obtain all necessary clearances/conversions-permissions/sanctions/approvals including the approval of plans from the competent authority at its own cost and expenses. The said approvals shall be subject to the local rules and regulations governing the constructions and the development of the said Land. The developer expects to obtain the necessary sanctions and approvals within 3 months from the date of finalization of plans and drawings. The developer shall bear all the expenses for obtaining the sanctions and clearances including the sanctioning of the plans for the project from the concerned authorities. However, the proposed architectural designs, plans and drawings shall be finalized by the developer. The owner will extend its full co-operation to the developer in getting the necessary sanctions.

5.3 The Developer undertakes that entire project shall be completed within a period of 3 years from the date of sanction of layout Plan. However, in the event the developer fails to complete the project within the stipulated period, the owner at its discretion may extend the time for completion of the project on such terms and conditions that may be stipulated by the owner.

For North Star Towers Pvt Ltd.


Authorized Signatory

For North Star Apartments Pvt Ltd.


Authorized Signatory



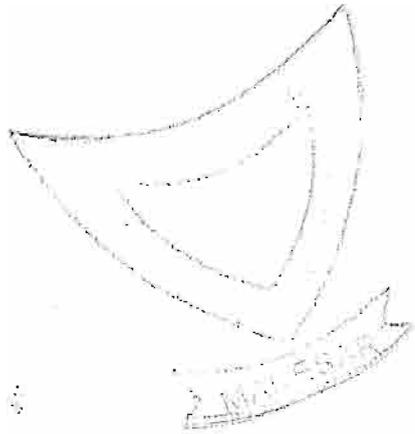
- 5.4 That all cost and expenses for renewal of licenses if any shall be borne and paid by the developer.
- 5.5 The developer shall use the maximum FAR available as per the bye-laws of the Municipal/local authorities to achieve the maximum benefit.
- 5.6 The developer or their nominee will be entitled to engage Architects, Engineers, Contractors and others as they deem fit to execute the developmental work in the said Land In case of any dispute/s or difference/s between the Developer or their nominee and their contractors, architects, engineers and other workmen and suppliers of materials etc., the same shall be settled by the developer or their nominee and the entire expenditure for construction and for other incidental purpose shall be borne exclusively by the developer to the total exclusion of the OWNERS.
- 5.7 The Developer hereby undertakes not to breach/violate any of the bye-laws and the plans at the time of constructions and will ensure strict adherence of such sanctioned plans and drawings. It is further agreed that in case of any breach/violation of any laws/bye-laws, the developer shall solely be responsible and accountable to the government/quasi-governmental bodies and such authorities, person or persons to the total exclusion of the owners herein. It is mutually agreed to between the parties that in case of fastening of any liability on the owners by any of claims by Governmental or Quasi-Governmental bodies the developer shall indemnify the owners against all such claims/losses and damage suffered so far as it relates to the development activities carried out by the developer over the said Land.
- 5.8 The Developer shall develop the said Land into Residential Colony/ Group Housing/Commercial Colony with all amenities. The materials used for development and the quality of development shall be of high quality and of standard.
- 5.9 That all the cost of construction including material cost and other incidental expenditures, improvement charges, expenses incurred towards, preparation of plans and designs, expenses incurred for obtaining the necessary approvals/permissions and sanctions, liability towards any governmental/quasi-governmental bodies, authorities etc, third party risks and liabilities, all professional fee and charges that are payable to engineer, architects and other professionals, maintenance and security and all other expenditures that may arise in any form either on account of development or in

For North Star Towers Pvt Ltd.


Authorised Signatory

For North Star Apartments Pvt Ltd.


Authorised Signatory



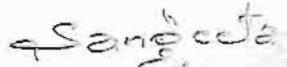
the process of development or on account of use, enjoyment and occupation by the developer or their nominee/s expenses towards marketing the project, administrative and other overheads shall be borne by the developer exclusively to the total exclusion of the owners and the owners are neither responsible nor liable for the same and the same shall not be deducted from the amount payable to the owners.

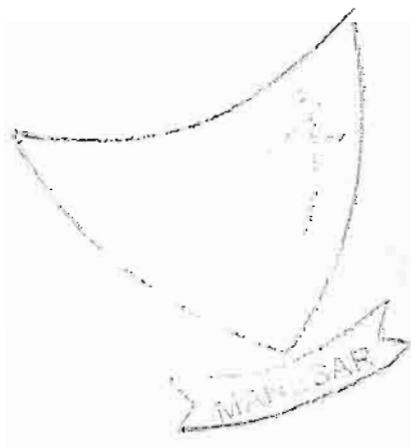
- 5.10 The Developer clearly understands that the relationships between the owners and Developer are that of a Principal to Principal (parties acting independently of each other). The Developer being an independent party shall be liable for all claims and compensation/damages by/to the out side parties or by the workers/employees of the Developer and to the statutory and other liabilities to the total exclusion of the owners.
- 5.11 That the Developer shall be fully responsible in the event of their being any liability for payment of Sales Tax/ VAT or other taxes or levies on construction or any services provided or to be provided in respect of the said project. The Developer shall pay the same to the total exclusion of the Owners.
- 5.12 That the Developer shall apply and obtain all construction approval and permission from all concerned authorities
- 5.13 The developer shall discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees/officials/ staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Second Party and shall comply all applicable law including but not limited ESI/PF/VAT/WC/ etc.
- 5.14 The developer shall abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers.
- 5.15 The developer shall solely be responsible for any kind of liability on account of any defects in any construction /workmanship from any third party claim including any workmen compensation, industrial dispute or fatal accidents.
- 5.16 The developer shall undertake to take out necessary comprehensive insurance policies for any damages to the building,

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building materials, equipments etc. and also for any mishaps to the staff or labourer etc. The said insurance cover shall include all eventualities including but not limited to the damages on account of Force Majeure.

C. SHARING

That in lieu of grant of the development right and in lieu the developer adhering to the terms of this agreement and completing the project in the manner as stipulated herein, the owner has agreed to allot in favour of the developer 95% of the Saleable area of the project in favour of the Developer and shall be entitled to retain 5% of the Saleable area either for itself or for its nominees. The Owners allocation shall be apportioned amongst all the owners in proportion to the areas of land pooled by them or constituted by them in the project.

7. MARKETING:

7.1 The entire project shall be marketed by the Developer and the developer shall employ qualified marketing professional and carry out proper advertisement and publicity in respect of the said project so as to achieve the highest premium for the project. That all cost of such marketing including all expense towards publicity /advertisement etc. shall be borne by the Developer only. The Developer shall in consultation with the owners determine the sale price for the project in whole or in part from time to time. The Developer shall have full authority and power to market the said project including the owner's allocation at such price as may be decided by the Developer in consultation with the owners. The parties shall also review the price from time to time depending upon the market condition

The entire sale consideration including in respect of the owners allocation shall be received by the Developer and shall be deposited into exiting Bank Account which is being operated and maintained by the Developer.

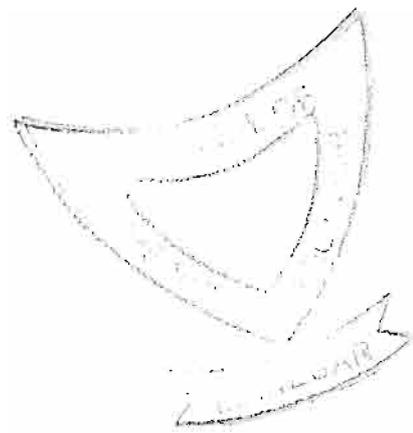
7.2 Upon completion of project and receipt of the full sale consideration from the prospective buyers through the Developer as its lawful attorney shall sign and execute the sale deed, transfer deed, lease deed etc. in favour of the buyer/transferee. The stamp duty and registration charges for execution and registration of any such instrument(s)/documents shall be borne and paid by such vendee/transferee /leasee.

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7.3 That the terms and conditions of booking, allotment letter, agreement, sale deed including terms of payment shall also be finalized by the Developer before launching of the project.

8. MORTGAGE

8.1 The parties have agreed that as and when desired by the developer and if satisfied with the terms of the lender, the owners may join in mortgaging the said land in favour of the financial institution/bank for raising finance for completion of project on the said land.. It is mutually agreed to between the parties that Developer shall be only sole responsible to discharge the mortgage and clear the charges, so the prospective buyer get good marketable title. It is further made clear that the owner shall not be responsible in any manner for discharge of any liability

8.2 It is mutually agreed between the parties that the owners shall not have any objection if the prospective buyer mortgage their flat in favour of the banks and other financial institutions for the purpose of raising the loans provided the prospective buyer abide with the terms and conditions of the allotment.

The owner hereafter will not sale/transfer/mortgage and assign the said land or any part there of so as to enable the developer to complete the project. However this does not prohibit the parties to market their respective allocations.

9. ASSIGNMENT

The Developer shall have the right to assign the rights/liabilities under the terms of this agreement to any other party after obtaining the permission of the Owners in writing.

10. MAINTENANCE:

That the said Project shall be maintained by the Developer or its nominated Maintenance Agency on such terms and conditions as may be decided by the Developer and prospective Buyer till the filling of the declaration under the Haryana Apartment Ownership Act and thereafter it will be maintained by resident welfare association as per the provisions of the said Act.

11. FORCE MAJEURE:

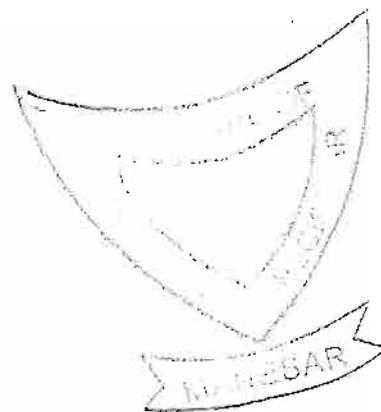
This Agreement shall be subject to force majeure circumstances which shall include acts of God, viz, earthquake, floods, fire or any

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other natural calamity and/or civil commotion, declared war but shall not include anything which can be traced to the incapacity of failure or avoidable delay of the Second Party.

12. TERMINATION

12.1 Since considerable expenditure, efforts and expertise are involved in getting the sanctions and approvals, it is the condition of this agreement that the Owners/nominees, successors, administrators shall not cancel/terminate/repudiate/rescind this Agreement or cancel/terminate/revoke any powers of attorney given under this Agreement or challenge the validity of this agreement subject to fulfillment of the terms and conditions of this Agreement. In such an eventuality, the Developer besides other legal remedies available to it, shall be entitled to have the said agreement specifically enforced through court of law at the cost and risk of the Owners.

12.2 The developer shall be entitled to terminate this agreement at any stage in the event the title of the owners in the total land or any part thereof is found to be defective or in case the developer gets incapacitated or is barred or hindered from performing its obligations under this agreement owing to denial of approvals for development of said project by the authorities and/or any adverse governmental action and/or due to subsistence of any such 3rd party rights in respect of the land which impacts the development / construction of the project of the Total Land or it's beneficial enjoyment by the Developer or it's successors or if the owners fail or refuses to provide necessary documentation / support to the developer for obtaining the required approvals for the project.

12.3 Upon sooner termination of this Agreements by the Developer, the Owners shall compensate to the Developer for all losses and damages as suffered or may be suffered by the Developer

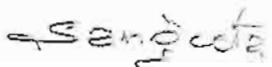
13. DISPUTES/CLAIMS ON THE TITLE OF THE OWNERS

The Owners hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Owners or his predecessor-in title, before any court of Law and, on any ground whatsoever, it shall be the sole responsibility of the Developer to settle and satisfy the claims at its own costs and expenses and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the representations made by the Owners or which is likely to cause

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any defect in the title of the Owners, it shall be the responsibility of the Developer to cure such defects at their own costs.

14. POWER OF ATTORNEY

That the Owners shall execute power of Attorney in favour of Developer or its nominee:-

- a. for commencement and completion of the said project ,
- b. to sign and execute various documents as may be required by the concerned authorities from time to time in respect of commencement and completion of the said project and
- c. for marketing the project in part or in full and to receive application, make allotment, sign allotment letter, agreement for sale, conveyance deed and any other instrument or instruments including lease and license agreement as may be required from time to time for marketing of the project and issue receipt for payment received from the prospective buyers / lessee of the said project and receive the consideration and sign and execute transfer/ sale deed or lease deed /license as may be necessary or transfer of title or occupation of the project in full or in part and/or any papers or documents which are necessary for marketing the said project.
- d. That execution of Power of Attorney by the Owners in favour of the Developer and/or its nominee shall not absolve the Owners from performing its obligations under this Agreement. However the Owners shall execute all such papers and documents as may be required by the Developer or otherwise from time to time for the purposes as stipulated under this agreement.

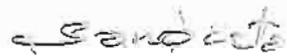
15. AUTHORIZATIONS

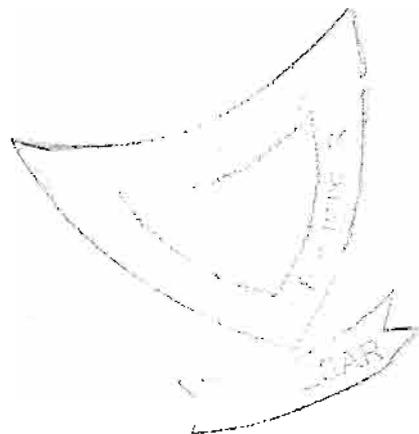
- 15.1 The Owners undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Owners hereby authorize the Developer to submit all such applications and to follow up on it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Owners agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Owners before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions,

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approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

15.2 It has been agreed between the parties that prospective buyer may take loan / create mortgage on the specific unit so allotted to the prospective buyers with prior written approval of the Developer. However it shall be sole responsibility of the prospective Buyer to repay the same.

16. NO PARTNERSHIP

16.1 This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Owners and Developer, save and except what is specifically provided for under the terms of this Agreement.

16.2 That each party shall be responsible / liable for their respective obligation under applicable law including Income tax Act.

17. AMENDMENT

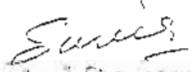
17.1 That no agent or representative of the parties have authority to vary the terms and conditions contained herein or to make any representation, statement, warranty or agreement not expressed herein, except through written amendment or modification executed by an duly authorized representative of the parties.

17.2 If any clause of this Agreement is to be amended, altered, deleted or any additional clause is to be added, then the parties to the Agreement shall do so through execution of a separate addendum to the this Agreement in writing and duly signed by all the parties.

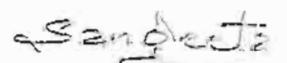
18. NO WAIVER

That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be

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deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

19 SUCCESSORS AND ASSIGNS

Whenever in this Agreement any of the Parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such Party and all covenants and agreements which are contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.

20 REMEDIES

Each of the Parties recognizes and agrees that the remedies at law for any breach of the provisions of this Agreement would be inadequate and that the other party shall, in addition to such other remedies as may be available at law or in equity or as provided in this Agreement, be entitled to injunctive relief, to require an accounting and to enforce its rights by an action for specific performance, all to the full extent permitted by applicable law.

21 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof.

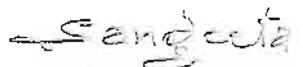
22 SEVERABILITY

If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a

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provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

23 NOTICES :

Any notice required to be sent under the terms of this Agreement shall be sent to the Owners and to the Developer at their address as mentioned herein above by courier, FAX, or Registered post.

24 REGISTRATION & ADDITIONAL CLEARANCES

24.1 In the event this Agreement is required by law to be registered, then all the Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.

24.2 Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Owners and the Developer under this Agreement.

24.3 All the expenses, including registration, stamp duty and other similar expenses in respect of the respective allocation shall be paid by the Developer or its prospective Buyer and in respect of the Owners Allocation, if such allocation is transferred by the Owners by their respect buyers.

25 COMPLETE UNDERSTANDING

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

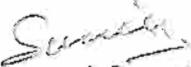
26 NAME OF THE PROJECT:

The name of the Project shall be as may be mutually decided.

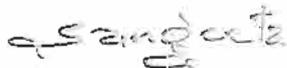
27 INDEMNIFICATIONS

27.1 The Owners hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses,

cc: North Star Towers Pvt Ltd.


Authorized Signatory

cc: North Star Apartments Pvt Ltd.


Authorized Signatory



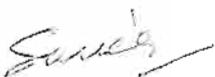
damages, costs and expenses that may be suffered by the Developer on account of the following :-

- 27.2 Any defect in the title of the said Land.
- 27.3 Possession of the said Land getting disturbed by the Owners themselves or by anybody claiming under them.
- 27.4 The Developer also hereby agrees to indemnify the Owners and keep the Owners indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Owners and against all losses, damages, costs and expenses which the Owners may suffer on account of the following:
- 27.5 Any of the representations, statements and assurances made by the Developer are found to be false, fraudulent or misleading
- 27.6 Subject to clauses herein above, any delay in construction and completion of the said buildings due to reasons solely attributable to the Developer.

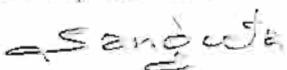
28 ARBITRATION:

In the event of any dispute arising between the Parties or their legal representatives about the interpretation of this Agreement or matter whatsoever touching upon the agreement whether in the course of or / or after the termination of Agreement, the parties shall at the first instance, make all possible efforts to mutually settle the same and upon failure thereof, the same shall be referred to a sole Arbitrator to be mutually appointed by the parties. In case of failure of agreeing to a sole Arbitrator, either party may approach the Hon'ble High Court at Chandigarh & Haryana to appoint a sole Arbitrator in accordance with the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. During the pendency of the arbitration proceedings the parties shall continue to perform their respective obligations written in this agreement including the disbursement of funds for execution of the project in the best interest of the parties. All decision / Award (s) of the Arbitrator shall be final and binding on the parties and the Venue of Arbitration shall be at Gurgaon.

For North Star Towers Pvt Ltd.


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For North Star Apartments Pvt Ltd


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01/05/13
C. L. ARORA
Advocate
Distt. Court, Gurgaon

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year first above written in the presence of the following witnesses:

SIGNED AND DELIVERED BY
the within named OWNERS

M/s North Star Towers Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For North Star Towers Pvt Ltd
Sonia
Authorized Signatory

M/s M/s Green Gem Estates Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Green Gem Estates Pvt. Ltd
Sonia
Authorized Signatory

M/s M/s Matrix Buildwell Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Matrix Buildwell Pvt. Ltd
Sonia
Authorized Signatory

M/s Bluechip Properties Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Blue Chip Properties
Sonia
Authorized Signatory

M/s Shiva Profins Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Shiva Profins (P) Ltd
Sonia
Authorized Signatory

M/s Esteem Towers Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Esteem Towers Pvt. Ltd
Sonia
Authorized Signatory

SIGNED AND DELIVERED BY
the within named DEVELOPER
M/S North Star Apartments Pvt. Ltd
Through its Authorized Signatory
Ms. Sangeeta Kataria

For North Star Apartments Pvt Ltd
Sangeeta
Authorized Signatory

WITNESSES:

1. Sh. M. K. Chaudhary
Advocate
Distt. Court Gurgaon
2. Cy P

Charanjeev G. Sh. Suresh Singh
Ms. Kheerki Daula Gargan



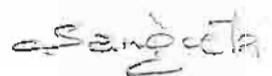
Annexure - A
SCHEDULE OF LAND

LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO	AREA K - M
Matrix Buildwell Pvt. Ltd	Village Badha	16	23/1/2/1	0-10
		17	9/2 12/1/1/2 12/2/1/1	1-1 0-6 2-1
		18	15/1/1 15/2/1 15/2/2 24/2/2	2-16 2-16 1-4 6-4
		23	4 5 7/1/1 9/2 10/1 9/1 12/2 19/1/1/1 19/2/2/1 20/2/1/1 21/1	8-0 7-16 2-0 1-4 6-3 1-11 1-12 0-15 1-2 6-14 1-9
		22	25/2/1	1-4
		24	2/1	1-14
		25	14/2/1	0-6
		37	5/2/2	4-13
		22	15/2/2/2 16 25/1/1	2-4 8-0 5-8
		23	20/2/1/2	0-9
		25	23/1/2	1-4
		14	20	8-0
		15	14/2 15	1-0 6-16
		23	16/1 12/1/1	1-4 2-11
			Total	99-17

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LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO	AREA K · M
North Star Towers Pvt. Ltd	Village Badha	12	11	7-13
			20/1	5-1
		13	7	2-4
			8/1	4-11
			8/2	0-17
			9	8-13
			11/2	6-1
			12	8-0
			13/1	5-5
			14/1	1-7
			14/2/1	3-17
			14/3/1	0-10
			15	8-0
			16	8-0
			18/2	1-6
			25	4-0
8/2/1	1-11			
10/2	0-5			
11/1/2	2-18			
13/1	2-4			
13/2	5-16			
18/1	2-18			
18/2/1/1	2-9			
		16	3/1/2	2-1.5
			8/1/2	0-5.5
			15/2	1-11
			23/2/2/1	2-7
		22	8/2/2/1	2-5
			8/2/2	2-8
			12/1	5-7
			12/2	2-0
			13/1/1	0-7
			13/1/2	1-0
			13/2/1	0-3
			13/2/2	6-10
			14/2	7-2
			15/2/2/1	1-12
			17	8-0
			18	7-0
			24/1	4-1
24/2/1	1-15			

For North Star Towers Pvt. Ltd.

S. S. S.
Authorized Signatory

For North Star Apartments Pvt. Ltd.

S. S. S.
Authorized Signatory



MR

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			24/2/2	0-19
		25	3/1	4-12
		38	1	8-0
	Village Nawada Fatehpur	2	13/1 13/3 17/1 17/2 18/1 18/2	0-1 1-8 1-7 1-10 6-19 1-0
			Total	181-5

LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO	AREA K - M
Green Gem Estates Pvt. Ltd	Village Badha	13	13/2	2-15
			14/2/2	1-12
			17/2	3-18
			18/1	3-15
		16	3/1/2 8/1/2 22/2	2-1.5 0-5.5 1-3
		17	11/1/2 11/2 19/4/1 19/7 20 21	3-10 3-14 0-3 2-0 7-8 7-8
		23	1/3 2/2 3/2 8 7/2 9/1 12/2 19/1/1/1 13/1 13/2/1 13/2/2 13/3 14/1/1/1	0-13 2-0 2-14 4-8 3-4 3-4 3-4 1-10 1-5 0-9 1-18 0-12 1-1
		24	1/1	6-6
		25	2/1/2 8/2 9/1	4-2 5-10 2-11

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Sandeep
Authorized Signatory



			9/2	1-2
			10/1	3-9
			14/2/1	2-14
			17/2	2-16
			18/1	0-12
			20/1/1	1-10
			21/2/2	0-4
			22/2	7-1
			23/1/1	2-16
			27/2	3-13
		38	10/1	3-16
			Total	113-16

LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO.	AREA K - M
Shiva Profins Pvt. Ltd	Village Badha	10	25/1/2	3-4
			24/2	0-4
		11	20/1	0-9
			20/2/1	2-10
			21/2/1	1-4
			21/2/2	0-4
			22/1	7-0
			22/2	1-4
			23	4-7
		14	1	8-0
			2/1/1	4-16
			3	8-0
			4	2-16
			6	1-0
			16/1/2	0-7
		15	3/2/2/2/2	0-2
			3/3/2	0-16
			4/1/1/2	1-4
			4/1/2/2	2-6
			4/2/1	1-8
			4/2/2	1-16
			5/1	2-0
			6	7-8
			7	8-0
			16/2	6-4
			25/1	3-14
		31	19/2/2	0-10
			20/1/2	5-10
			21	8-0

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Sankar
Authorized Signatory



		13	10	7-8
			Total	101-11

LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO	AREA K - M
Bluechip Properties Pvt. Ltd	Village Badha	13	14/3/2	0-3
			14/2/3	0-11
			17/1	4-2
		23	1/3	0-9
			2/2	1-7
			3/2	1-16
			8	3-0
	Village Sihi	24	1/1	0-16
			10/2	4-4
		25	5/2	7-12
			Total	24-0

Total 520 K 10 M. or 65.0625 acres.

For North Star Towers Pvt Ltd.

Sami
Authorized Signatory

For North Star Apartments Pvt Ltd

Sangeta
Authorized Signatory



SS

Sub Registrar
Mansar

64182
M/s



Martix Buildwell Pvt Ltd - ETC & Co
Ajay Pal Stamp Vendor
Regn. No. 35
Distt. Courts, Gurugram

31/9/13

ADDENDUM TO COLLABORATION AGREEMENT

THIS ADDENDUM TO COLLABORATION AGREEMENT is executed on this 3rd day of September, 2013 between

M/s Martix Buildwell Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s North Star Towers Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Green Gem Estates Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

Sonia

Rohani

प्रलेख नः 1232

दिनांक 03/09/2013

डोड संबंधी विवरण

डोड का नाम AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर बड

भवन का विवरण

भूमि का विवरण

धन संबंधी विवरण

राशि 0.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये

रजिस्ट्रेशन फीस की राशि 0.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: N.C Jain Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 03/09/2013 दिन मंगलवार समय 3:54:00PM बजे श्री/श्रीमती/कुमारी M/s martix buildwell Pvt Ltd
द्वारा/द्वारा/द्वारा श्री/श्रीमती/कुमारी निवासी B-4/43 safdarjung enc new Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

Soude
हस्ताक्षर प्रस्तुतकर्ता

Man
उप/सयुक्त पंजीयन अधिकारी
Manesar

श्री M/s martix buildwell Pvt Ltd Etc thru Sonia Lohia(OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी Thru-Roop Kumar Sharma दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने
सुविक्रमशुभकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता
को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Jai Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Kharu Singh निवासी Rampura Manesar

व श्री/श्रीमती/कुमारी N.C Jain पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी ADy GGn ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में स्वीकार किया गया है। साक्षी नः 2 की पहचान करता है।

दिनांक 03/09/2013



Man
उप/सयुक्त पंजीयन अधिकारी
Manesar

M/s Shiva Profins Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Bluechip Properties Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Esteem Towers Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

.....of the First Part

AND

M/s North Star Apartments Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office 4th Floor, The Plaza, M. G. Road, Gurgaon, Haryana through Mr. Roop Kumar Sharma authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors, administrator and assigns.

.....of the Second Part

The Parties of the First Part shall herein after jointly be referred to as the 'OWNERS' and Party of the Second part shall herein after be referred to as 'DEVELOPER'.

WHEREAS, a Party of First part are Owners of land measuring 65.0625 acres situated in the revenue estate of village Badha, Sihi and Nawada Fatehpur, Tehsil Manesar District Gurgaon, Harayana (herein after referred to "Said Land") in respect of which they have entered into a Collaboration Agreement with Party of Second part registered vide document no. 440 dated 08.05.2013 at Sub-Registrar, Manesar.

NOW as per LOI dated 20.06.2013 issued by Director General, Town & Country Planning, Haryana, we, both the parties i.e. all the land owning companies and the developer company mutually agreed and further declare that:

Soni



Roop Kumar Sharma

Reg. No. 1232 Reg. Year 2013-2014 Book No. 1



पेशकर्ता

पेशकर्ता
Sonia Lohia Sonia Lohia



दावेदार

दावेदार
Thru-Roop Kumar Sharma Thru-Roop Kumar Sharma



गवाह

गवाह 1:- Jai Singh Jai Singh गवाह 2:- N.C. Jain N.C. Jain

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 1,232 आज दिनांक 03/09/2013 को बही न: 1 जिल्द न: 220 के पृष्ठ न: 110 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 92 के पृष्ठ सख्या 71 से 72 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल मेरे सामने किये है ।

दिनांक 03/09/2013

उप/संयुक्त पंजीयन अधिकारी
Manesar



1. That the developer company i.e. North Star Apartments Pvt. Ltd. shall be responsible for compliance of all terms & conditions of license/ provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
2. The agreement shall be irrevocable and no modification/alternation etc. in the terms & conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year first above written in the presence of the following witnesses:

SIGNED AND DELIVERED BY
the within named OWNERS

Sonia

Through Ms. Sonia Lohia
Authorized Signatory

N. G. JAIN
Advocate, Gurgaon
31/9/2013

SIGNED AND DELIVERED BY
the within named DEVELOPER

Rohan

Through Mr. Roop Kumar Sharma
Authorized Signatory

WITNESSES:

1. *Jitendra Singh* S. Khachodoo
R/o. Village Rampura, Bhiwari
(HR).

2.

N. G. JAIN
Advocate, Gurgaon
31/9/2013

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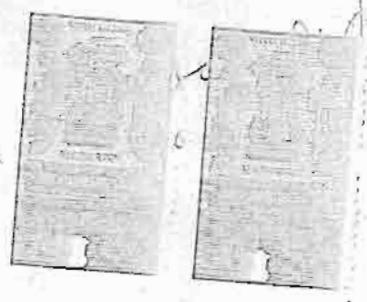


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97245

No. _____
 Amount: 100
 Purpose/Use: Coll. Appr.
 07 MAY 2013
 R/W SINGH STAMP VENDOR
 Gurgaon (Haryana)



M/s Green Gem

and Ctr R/o MD

3450

18

For Matrix Buildwell Ltd. *Sonia*
 Authorized Signatory

For Green Gem Estates Pvt. Ltd. *Sonia*
 Authorized Signatory

COLLABORATION AGREEMENT

THIS AGREEMENT is executed on this 07 day of May 2013.

BETWEEN

M/s Green Gem Estates Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at ~~B-4/43~~, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohra authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors, administrators and assigns of the FIRST PART.

M/s Matrix Buildwell Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohra authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors, administrators and assigns of the SRCOND PART.

M/s Bluechip Properties Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohra authorized vide Board resolution dated 6.5.2013, which expression shall

Blue Chip Properties Pvt. Ltd
Sonia
 Authorized Signatory

Shree Profins (P) Ltd
Sonia
 Authorized Signatory

For Esteem Towers Pvt. Ltd
Sonia
 Authorized Signatory

For North Star Apartments Pvt. Ltd
Sonia
 Authorized Signatory

प्रलेख नः 3450

दिनांक 08/05/2013

<u>हाई मजदूरी विवरण</u>	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगावा	गाँव/शहर हयातपुर
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फॉर्स की राशि 0.00 रुपये
	पेंसिंग चार्ज 2.00 रुपये

Drafted By: C.L.A.Rora, Adv.

Service Charge: 100.00 रुपये

यह प्रलेख आर. दिनांक 08/05/2013 दिन बुधवार समय 12:00:00PM बजे श्री/श्रीमती/कुमारी M/s Green Gem Estates Pvt Ltd थ्रु श्री/श्रीमती/कुमारी निवासी E-4/43, Safdarjung Enclave, New Delhi-110029 द्वारा पंजीकरण हेतु प्रस्तुत किया गया।


हस्ताक्षर प्रस्तुतकर्ता


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

श्री M/s Green Gem Estates Pvt Ltd thru Sonia Lohia (OTHER), M/s Martix Buildwell Pvt Ltd thru (OTHER), M/s Bluechip Properties Pvt Ltd thru (OTHER), M/s Shiva Profins Pvt Ltd thru (OTHER), M/s Esteem Towers Pvt Ltd thru (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी thru:- Sangeeta Kataria चाबदार हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि चाबदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि को लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C.L.A.rora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv. Gurgaon व श्री/श्रीमती/कुमारी Charanjeet Singh पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Sumer Singh निवासी Kherki Daula, Manesar, Gurgaon ने साक्षी नः 1 को हम मन्बरवार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 08/05/2013


उप/संयुक्त पंजीयन अधिकारी
गुडगावा

unless repugnant to the contest mean and include its successors , administrators and assigns of the THIRD PART.

M/s Shiva Profins Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the FOURTH PART

M/s Esteem Towers Pvt. Ltd a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns of the FIFTH PART

AND

M/s North Star Apartments Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office 4th Floor, The Plaza, M. G. Road, Gurgaon, Haryana through Ms. Sangeeta Kataria authorized vide Board resolution dated 6.5.2013, which expression shall unless repugnant to the contest mean and include its successors, administrator and permitted assigns of the SIXTH PART.

The Parties of the First to Fifth Part shall herein after jointly be referred to as the 'OWNERS' and Party of the Sixth part shall herein after be referred to as 'DEVELOPER'.

WHEREAS the are the sole and absolute owner and seized and possessed of total land measuring 40.675 acres situated in the revenue estate of village Hayatpur, Distt Gurgaon, Haryana (herein after referred to as "Said Land") more specifically delineated and showing ownership, landholding details in the Schedule of the land annexed hereto and marked as Annexure -A and except the owners no other person has any claim on the said land and the said land is free from all encumbrances, charges, prior agreements /arrangements, sale, gift, mortgage, Will, Trust, Exchange, Lease, court injunction, acquisition, attachment etc. nor there are any registered or unregistered encumbrances whatsoever in respect of the said land

AND WHEREAS the land Owners represent that as per the master Plan of Gurgaon the said land falls in the residential Zone and want to develop the said land in keeping with the Master Plan, however the land Owning

OF Matrix Buildwell Pvt. Ltd. For Green Com Estates Pvt. Ltd.
Sonia
Authorized Signatory

OF Matrix Buildwell Pvt. Ltd. For Green Com Estates Pvt. Ltd.
Sonia
Authorized Signatory

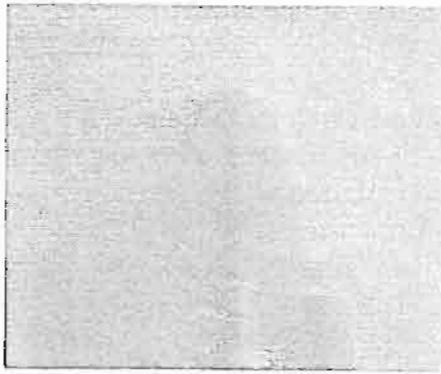
OF Matrix Buildwell Pvt. Ltd. For Green Com Estates Pvt. Ltd.
Sonia
Authorized Signatory

For Shiva Profins (P) Ltd.
Sonia
Authorized Signatory

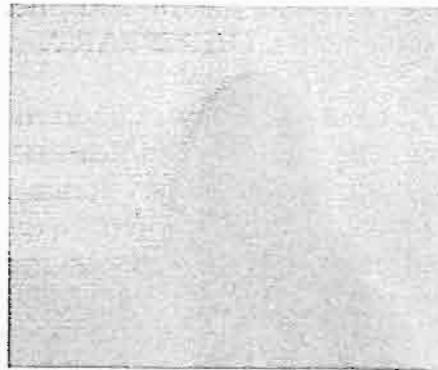
For Esteem Towers Pvt. Ltd.
Sonia
Authorized Signatory

For Esteem Towers Pvt. Ltd.
Sonia
Authorized Signatory

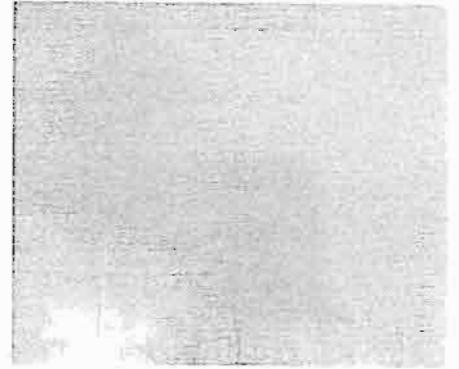
For North Star Apartments Pvt Ltd
Sangeeta
Authorized Signatory



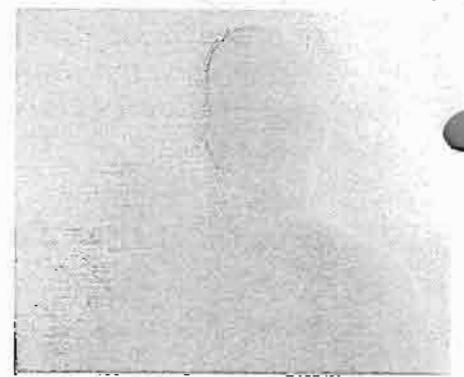
पेशकता



वावेदार



गवाह



उप / संयुक्त सँजायन अधिकारी

Companies are not in a position to carry out the development of the said land and have approached the Party of the Seventh part / Developer to obtain license and other approvals / permissions required and develop the said land.

AND WHEREAS the Developer is engaged in the real estate development business and enjoys sound reputation in the real estate business and intend to promote and develop the "Said land" at its own cost and responsibility in terms of the License to be granted and on terms and conditions as stipulated hereunder.

AND WHEREAS relying upon the representation and assurance of the Owners with regard to its ownership in respect of Said Land, the Developer agreed to join hands with the Owners to develop the said land for development of the said Project and three separate Development agreements were entered between the Parties on 25.8.2012, 28.8.2012 and 31.12.2012.

AND WHEREAS the Developer has applied to the DTCP for grant of the Licenses for development of the said land vide applications dated 3.9.2012, 30.10.2012, and 28.1.2013 and paid the requisite fees and charges to DTCP.

AND WHEREAS upon discussions & deliberation on various aspects of the development & collaboration vide revised understanding dated 18.3.2013 the Owners and the Developer have mutually agreed to revise the terms of the said Agreements and consolidate the said three development Agreements on the following terms and conditions:

NOW THEREFORE THIS DEVELOPMENT AGREEMENT WITNESSETH AS UNDER:

1. BASIC AGREEMENT :

1.1 Subject to the terms of this Agreement and in consideration of the mutual obligations to be fulfilled herein and in consideration thereof the Owners hereby irrevocably permit and authorize the

Developer or their nominee/s to enter upon land and develop the same in terms of the license to be granted. The Owner, simultaneously with the execution of this Agreement, has handed over the Said Land to the Developer for the purpose of carrying out development and construction of the Said Project on the Said Land, in accordance with the License, sanctions and approvals along with all support infrastructure thereon at cost and expenses

Blue Chip Properties Pvt. Ltd. For Matrix Buildwell Pvt. Ltd. For Gem Estates Pvt. Ltd. Authorised Signatory
Sawidh Authorised Signatory
Sawidh Authorised Signatory

For Shiva Profiles (P) Ltd. Authorised Signatory
Sawidh Authorised Signatory

For Eastern Towers Pvt. Ltd. Authorised Signatory
Sawidh Authorised Signatory

For North Star Apartments Pvt. Ltd. Authorised Signatory
Sawidh Authorised Signatory

Reg. No.

Reg. Year

Book No.

3,450

2013-2014

1

पेशकर्ता

Sonia Lohia



Sonia

पेशकर्ता

पेशकर्ता

पेशकर्ता

पेशकर्ता

दावेदार

thru:- Sangeeta Kataria



Sangeeta

गवाह

C.L.Arora



C.L.

गवाह

Charanjeet Singh



Charanjeet Singh



to be paid and borne by the Developer. However possession of the said land for development shall not be construed as delivery of possession of said Land in part performance of any contract under Section 53-A of the Transfer of Property Act, 1882.

- 1.2 The Developer shall also provide all internal developments in the Project like paths, sewage, drainage, water supply, electricity, lights etc., at its own costs and expenses as per approvals, permissions and licenses on the terms and conditions, as specified hereinafter.
- 1.3 The Developer shall obtain the requisite license from DTCP, Haryana and all other necessary Approvals from the Regulatory Authorities and commence development of the Project in accordance with this agreement within 12 months from the date of receipt of license and all necessary approvals and sanction from the Concerned Authorities, which are necessary for the commencement of the Construction.
- 1.4 That subject to force majeure or as may be mutually decided between the Parties in writing, the Developer shall complete the Development within the period of 36 months from the date of commencement of the Development with a grace period of 6 months. However it is clearly agreed and understood between the parties that the Developer shall complete the project in all respect within the period 60 months from the date of commencement of Development.
- 1.5 It is agreed between the parties that the Owners have handed over physical vacant possession of the said Land to the Developer and have permitted the developer to enter upon the said land only for the purpose of development of the said project and the legal ownership and possession shall continue to remain with the Owners during the subsistence of this agreement

2. PROJECT COST :

- 2.1 The entire cost of development of the said project except as mentioned hereinafter shall be borne paid and arranged by the Developer only at its own cost and sources. The Owners shall not be liable for finance or arrange any funds for the development of the said project in any manner. It shall inter-alia comprise of and include all development related cost but not limited to the following:

Blue Chip Faberics Pvt. Ltd.
Sandya
Authorized Signatory

For Shiva Profiles (P) Ltd.
Sandya
Authorized Signatory

For Esteem Towers Pvt. Ltd.
Sandya
Authorized Signatory

For North Star Apartments Pvt. Ltd.
Sandya
Authorized Signatory

Sandya
Authorized Signatory

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 3,450 आज दिनांक 08/05/2013 को वही नः 1 जिल्द नः 13,038 के पृष्ठ नः 62 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त वही संख्या 1 जिल्द नः 2,892 के पृष्ठ संख्या 44 से 45 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशात अंगुठा मेरे सामने किये हैं ।

दिनांक 08/05/2013

उप/संबन्धित पंजीयन अधिकारी
गुडगाँवा



- 2.1.1 The cost and expenses towards obtaining permission etc. from the concerned authorities related to post construction approvals/permissions including but not limited to renewal license fees, cost, expenses, penalty and interest, if any
- 2.1.2 Cost of construction materials of all nature including the cost of the site development.
- 2.1.3 Cost for the development of common areas, path, landscaping etc. and also for electrification, sewerage and for providing other facilities and amenities etc. in the said Project including cost of all equipment / installations etc. and amount paid for obtaining sanctions / approvals from the concerned authorities including preconstruction and post construction sanctions shall be born and paid by the Developer.
- 2.1.4 All expenses related to development of the said project including salary, wages, Architect fees, consultants fees etc shall be paid by borne by the Developer.
- 2.1.5 All taxes in respect of the said Land till the possession is handed over to the Developer, shall be paid and borne by the Owners and thereafter it shall be borne and paid by the Developer. However, upon receipt of the possession of Owners' allocation by the Owners or their nominee, any tax payable on the owners' allocation / units shall be bone and paid by the owners or their nominees.
- 2.1.6 That all payment of External Development charges / Internal Development charges (EDC/IDC) including interest, penalty or any demand related to the EDC/IDC in respect of the entire project shall be born by the Developer. It has been clarified that Owners shall not be liable for payment of any EDC/IDC. However, in the event the Owners collect any EDC/IDC from the prospective Buyers of its allocation, the Owners shall refund such receipts to the Developer.
- 2.1.7 The Developer shall arrange bank guarantee as may be required by the concerned authorities at Developers cost, expenses and responsibility and in no way the Owners shall be liable in any manner.
- 2.1.8 It is clearly agreed and understood between the parties that the developer is accepting the said project on as is where is basis and as such in the event there is any liability on account of any outstanding dues or demands on the said land or in respect of any claim or claims by third party on the said land, it shall be the sole

For Green Gem Estates Pvt. Ltd.

Sauha
Authorized Signatory

For Matrix Buildwell Pvt. Ltd.

Sauha
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For Shiva Profins (P) Ltd.

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For Esteem Towers Pvt. Ltd.

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For North Star Apartments Pvt. Ltd.

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liability of the developer to discharge the same and no way the owner shall be liable to pay any such claim notwithstanding that such liability has arising after signing of this agreement.

3. PERMISSION FOR APPOINTMENT OF CONTRACTORS/SUB-CONTRACTORS

3.1 Those Owners do hereby admit and declare that the Developer shall have full authority and power to appoint any other contractor or sub-contractors and vendors and assign specific works of the project without any further approval of the owner. However the Owners shall not be responsible for fulfillment of any obligation created by the Developer in any manner.

3.2 The owners do hereby agree that the Developer and their nominees are entitled to all the easementary and other rights and appurtenance enjoyed by the Owner.

4. COVENANTS, OBLIGATIONS AND UNDERTAKING OF THE OWNER :

4.1 The owners shall be responsible for complying with all statutory requirements / laws with respect to their ownership, title and all issues arising there from or connected therewith and general concerning their obligations hereunder in respect of the said Land.

4.2 The owners shall keep the title of the said land free from all kind of encumbrances and marketable during the completion of the said project and till execution of sale deed in respect of the allocation of the Developer in favour of the Developer or its nominee. However the Owner does hereby agree to create the encumbrances /charges in favour of Banks/financial Institutions / Lenders at the wish and desire of the Developer.

4.3 The owners shall sign, all documents and papers affidavits, indemnity Bonds ,or any documents as may be required to be sign by the Owners by the Authorities or as may be required by the Developer for permissions and sanctions from all Governmental and or other authorities including the Layout Plan/sanction of Building Plans/Revised/Modified Plans/Service Plan ,revalidation of licenses, approvals and sanctions etc. and as may be required for commencement, continuation and completion of the Project.

4.4 The owners shall permit the Developer to set up of infrastructure, site office etc. and permit free access upon the said Land to the

For Green Gem Estates Pvt. Ltd.

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For Matrix Buildwell Pvt. Ltd.

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Developer, its staff, appointed Architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel.

- 4.5 The owners shall execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the Project including obtaining temporary / permanent electric connection from Electricity Authority/Board, Water connection, Tube well etc. It is understood that by doing so the Owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- 4.6 The Developer shall defend, all suits, proceeding and cases that may be initiated by any third party against the title of the Owners in respect of the said land at the developers cost and expenses. However the owners shall be responsible to provide all documents and information that may be required by the developer from time to time including signing of any application /affidavits etc. so as to enable the developer to defend any such actions.
- 4.7 The owners shall execute and sign Power of Attorney in favour of the Developer or its nominee to enable the Developer to apply for and obtain all necessary permissions, sanctions, renewal of licenses etc from the concerned authorities and to sale/ transfer allocation for the Developer in the said project in part or in full or/built up space/apartment and or any facility in the said project and for further purpose to sign allotment letter, agreement for sale, sale deed ,lease deed , receive consideration and issue receipt thereof and to do all lawful acts, deeds, matters and things pertaining to the Said land/said project so as to enable the Developer to commence and complete and market its allocation in accordance with this Agreement. However, the execution of the POA does not absolve the Owner from its primary obligation to sign and file all application and also pursue and obtain all permissions, documents as may be required from time to time to conclude the project.
- 4.8 That all stamp duty and registration charges payable on this instrument or any other documents executed in furtherance to these documents shall be the liability of the developer.
- 4.9 The owners shall abide by the laws applicable to the said land and any local enactments that may become applicable in future with respect to the said Land or the buildings on the said Land.

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- 4.10 The owners shall cooperate with the Developer not to create any hindrance in respect of completion of the said project in any manner.
- 4.11 The owners shall after the execution of this Agreement, not do anything on the said Land, which would any way affect the title and /or other rights appurtenant thereto including the right of easement and shall ensure that the Owner shall have a good and marketable title to the said Land till the completion of the project in all respect and transfer of the Developer's allocation in favour of Developer or its nominee by execution and registration of transfer deed / sale deed as is required under the provisions of law.
- 4.12 The owners shall cooperate with the Developer and not to create any hindrance in respect of completion of the said project in any manner.
- 4.13 The owners agree that the plans and drawings of the project will not be used for any other project by the owners without the consent and concurrence of the developer.
- 4.14 The owners agree and permit the Developer or their nominee to make additions and alterations to the plans of development.
- 4.15 The owners agree that the developer shall have right and authority to use roads, sewerage links, water electricity line constructed by the Developer as part of development of the said Project for the use of any other project carried adjacent to this project.
- 4.16 The owners do hereby declare that the owner have full authority to enter into the present agreement and get the said land developed thorough the Developer on the terms and conditions as stipulated under this agreement.
- 4.17 It is mutually agreed to between the parties that the Owners shall put to the Developers Disposal "Additional Land", if any, for Development along with the 'said Land', to be developed by the Developer on the same terms and conditions.

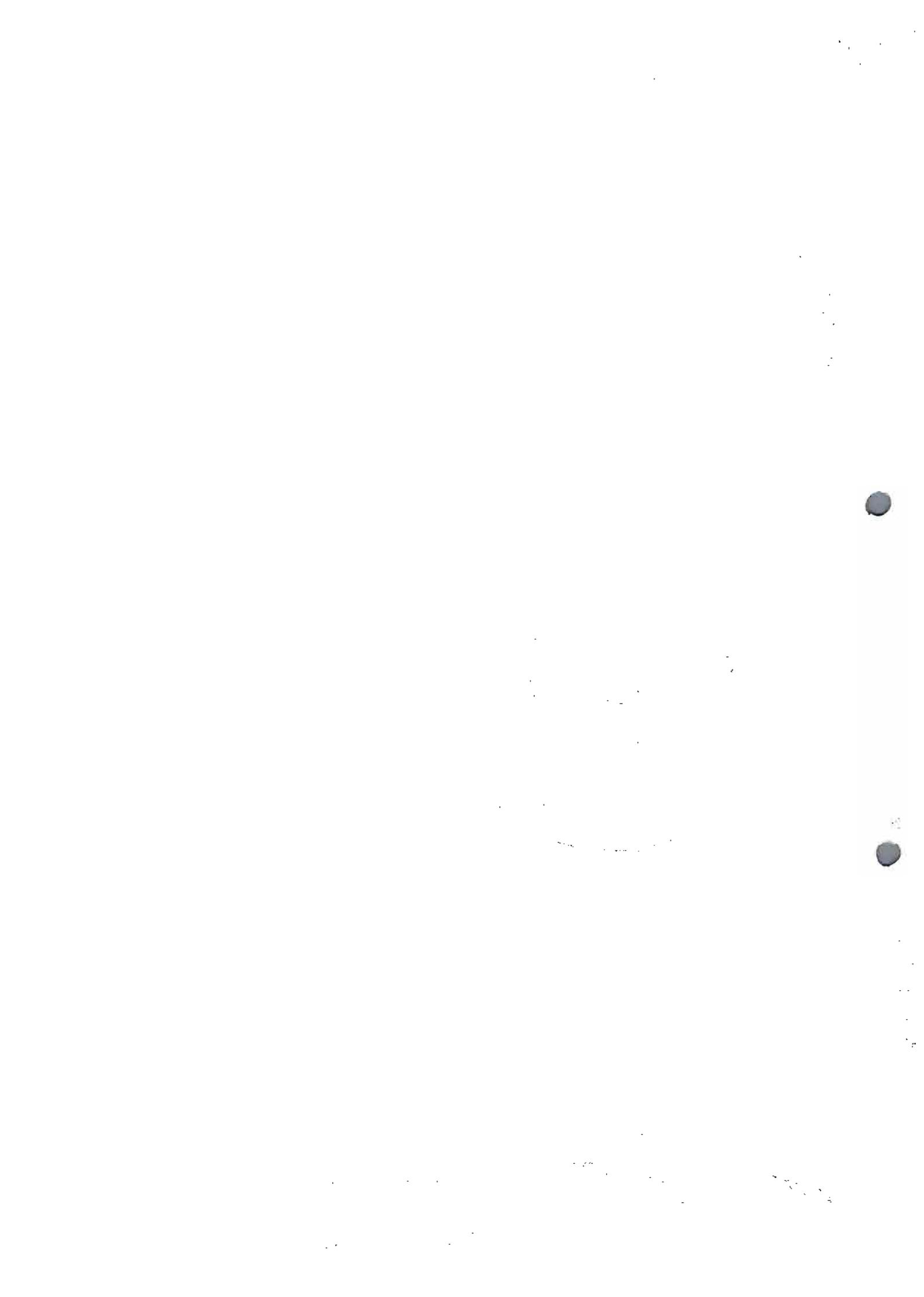
5. COVENANTS, OBLIGATIONS AND UNDERTAKING OF THE DEVELOPER :

5.1 The developer shall develop the said Project at their own cost and responsibility in accordance with the sanction and approvals license and shall abide all rules and regulations and notifications

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For Matrix Buildwell Pvt. Ltd.

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and shall strictly abide by the laws, rules and regulations which are or shall be applicable to the development of the said land from time to time. In the event of any violation, infringement, non-observance of any of the said laws, bye-laws, rules and regulations by the developer, it shall bear upon itself entirely the consequences thereof, and shall be responsible for any levies, penalties, fines that they may be imposed/enforce and shall always keep the owner indemnified and harmless in respect of the same.

- 5.2 It is mutually agreed to between the parties that the developer shall prepare and hand over the plans/drawings of the entire project to the owner within 30 days from this day or such extended period the parties may mutually agree to enable the Owners to sign and submit the same. The developer covenants with the owners that developer will obtain all necessary clearances/conversions-permissions/sanctions/approvals including the approval of plans from the competent authority at its own cost and expenses. The said approvals shall be subject to the local rules and regulations governing the constructions and the development of the said Land. The developer expects to obtain the necessary sanctions and approvals within 3 months from the date of finalization of plans and drawings. The developer shall bear all the expenses for obtaining the sanctions and clearances including the sanctioning of the plans for the project from the concerned authorities. However, the proposed architectural designs, plans and drawings shall be finalized by the developer. The owner will extend its full co-operation to the developer in getting the necessary sanctions.
- 5.3 The Developer undertakes that entire project shall be completed within a period of 3 years from the date of sanction of layout Plan. However, in the event the developer fails to complete the project within the stipulated period, the owner at its discretion may extend the time for completion of the project on such terms and conditions that may be stipulated by the owner.
- 5.4 That all cost and expenses for renewal of licenses if any shall be borne and paid by the developer.
- 5.5 The developer shall use the maximum FAR available as per the bye-laws of the Municipal/local authorities to achieve the maximum benefit.
- 5.6 The developer or their nominee will be entitled to engage Architects, Engineers, Contractors and others as they deem fit to execute the developmental work in the said Land In case of any dispute/s or difference/s between the Developer or their nominee

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and their contractors, architects, engineers and other workmen and suppliers of materials etc., the same shall be settled by the developer or their nominee and the entire expenditure for construction and for other incidental purpose shall be borne exclusively by the developer to the total exclusion of the OWNERS.

5.7 The Developer hereby undertakes not to breach/violate any of the bye-laws and the plans at the time of constructions and will ensure strict adherence of such sanctioned plans and drawings. It is further agreed that in case of any breach/violation of any laws/bye-laws, the developer shall solely be responsible and accountable to the government/quasi-governmental bodies and such authorities, person or persons to the total exclusion of the owners herein. It is mutually agreed to between the parties that in case of fastening of any liability on the owners by any of claims by Governmental or Quasi-Governmental bodies the developer shall indemnify the owners against all such claims/losses and damage suffered so far as it relates to the development activities carried out by the developer over the said Land.

5.8 The Developer shall develop the said Land into Residential Colony/ Group Housing/Commercial Colony with all amenities. The materials used for development and the quality of development shall be of high quality and of standard.

5.9 That all the cost of construction including material cost and other incidental expenditures, improvement charges, expenses incurred towards, preparation of plans and designs, expenses incurred for obtaining the necessary approvals/permissions and sanctions, liability towards any governmental/quasi-governmental bodies, authorities etc, third party risks and liabilities, all professional fee and charges that are payable to engineer, architects and other professionals, maintenance and security and all other expenditures that may arise in any form either on account of development or in the process of development or on account of use, enjoyment and occupation by the developer or their nominee/s expenses towards marketing the project, administrative and other overheads shall be borne by the developer exclusively to the total exclusion of the owners and the owners are neither responsible nor liable for the same and the same shall not be deducted from the amount payable to the owners.

5.10 The Developer clearly understands that the relationships between the owners and Developer are that of a Principal to Principal (parties acting independently of each other). The Developer being an independent party shall be liable for all claims and

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compensation/damages by/to the out side parties or by the workers/employees of the Developer and to the statutory and other liabilities to the total exclusion of the owners.

- 5.11 That the Developer shall be fully responsible in the event of their being any liability for payment of Sales Tax/ VAT or other taxes or levies on construction or any services provided or to be provided in respect of the said project. The Developer shall pay the same to the total exclusion of the Owners.
 - 5.12 That the Developer shall apply and obtain all construction approval and permission from all concerned authorities
 - 5.13 The developer shall discharge, pay and deal with all employees may be workmen, officials or otherwise who are engaged or working with the said project directly or indirectly, at the site or otherwise who shall be the employees/officials/ staff of the Developer exclusively. All their wages or other dues statutory or contractual shall be payable exclusively by the Second Party and shall comply all applicable law including but not limited ESI/PF/VAT/WC/ etc.
 - 5.14 The developer shall abide by all contracts, agreement and allotment on such terms and conditions that the Developer may execute in respect of the said project with any of the contractors, suppliers.
 - 5.15 The developer shall solely be responsible for any kind of liability on account of any defects in any construction /workmanship from any third party claim including any workmen compensation, industrial dispute or fatal accidents.
 - 5.16 The developer shall undertake to take out necessary comprehensive insurance policies for any damages to the building, building materials, equipments etc. and also for any mishaps to the staff or labourer etc. The said insurance cover shall include all eventualities including but not limited to the damages on account of Force Majeure.
- 6 SHARING

That in lieu of grant of the development right and in lieu the developer adhering to the terms of this agreement and completing the project in the manner as stipulated herein the owner has agreed to allot in favour of the developer 95% of the Saleable area of the project in favour of the Developer and shall be entitled to

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retain 5% of the Saleable area either for itself or for its nominees. The Owners allocation shall be apportioned amongst all the owners in proportion to the areas of land pooled by them or constituted by them in the project.

7. MARKETING:

7.1 The entire project shall be marketed by the Developer and the developer shall employ qualified marketing professional and carry out proper advertisement and publicity in respect of the said project so as to achieve the highest premium for the project. That all cost of such marketing including all expense towards publicity /advertisement etc. shall be borne by the Developer only. The Developer shall in consultation with the owners determine the sale price for the project in whole or in part from time to time. The Developer shall have full authority and power to market the said project including the owner's allocation at such price as may be decided by the Developer in consultation with the owners. The parties shall also review the price from time to time depending upon the market condition

The entire sale consideration including in respect of the owners allocation shall be received by the Developer and shall be deposited into existing Bank Account which is being operated and maintained by the Developer.

7.2 Upon completion of project and receipt of the full sale consideration from the prospective buyers through the Developer as its lawful attorney shall sign and execute the sale deed, transfer deed, lease deed etc. in favour of the buyer/transferee. The stamp duty and registration charges for execution and registration of any such instrument(s)/documents shall be borne and paid by such vendee/transferee /leasee.

7.3 That the terms and conditions of booking, allotment letter, agreement, sale deed including terms of payment shall also be finalized by the Developer before launching of the project.

8. MORTGAGE

8.1 The parties have agreed that as and when desired by the developer and if satisfied with the terms of the lender, the owners may join in mortgaging the said land in favour of the financial institution/bank for raising finance for completion of project on the said land.. It is mutually agreed to between the parties that Developer shall be only sole responsible to discharge the mortgage

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and clear the charges, so the prospective buyer get good marketable title. It is further made clear that the owner shall not be responsible in any manner for discharge of any liability

8.2 It is mutually agreed between the parties that the owners shall not have any objection if the prospective buyer mortgage their flat in favour of the banks and other financial institutions for the purpose of raising the loans provided the prospective buyer abide with the terms and conditions of the allotment.

The owner hereafter will not sale/transfer/mortgage and assign the said land or any part there of so as to enable the developer to complete the project. However this does not prohibit the parties to market their respective allocations.

9. ASSIGNMENT

The Developer shall have the right to assign the rights/liabilities under the terms of this agreement to any other party after obtaining the permission of the Owners in writing.

10. MAINTENANCE:

That the said Project shall be maintained by the Developer or its nominated Maintenance Agency on such terms and conditions as may be decided by the Developer and prospective Buyer till the filling of the declaration under the Haryana Apartment Ownership Act and thereafter it will be maintained by resident welfare association as per the provisions of the said Act.

11. FORCE MAJEURE:

This Agreement shall be subject to force majeure circumstances which shall include acts of God, viz, earthquake, floods, fire or any other natural calamity and/or civil commotion, declared war but shall not include anything which can be traced to the incapacity of failure or avoidable delay of the Second Party.

12. TERMINATION

12.1 Since considerable expenditure, efforts and expertise are involved in getting the sanctions and approvals, it is the condition of this agreement that the Owners/nominees, successors, administrators shall not cancel/terminate/repudiate/rescind this Agreement or cancel/terminate/revoke any powers of attorney given under this Agreement or challenge the validity of this agreement subject to

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For Matrix Buildwell Pvt. Ltd.
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For Shiva Profins (P) Ltd.
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fulfillment of the terms and conditions of this Agreement. In such an eventuality, the Developer besides other legal remedies available to it, shall be entitled to have the said agreement specifically enforced through court of law at the cost and risk of the Owners.

12.2 The developer shall be entitled to terminate this agreement at any stage in the event the title of the owners in the total land or any part thereof is found to be defective or in case the developer gets incapacitated or is barred or hindered from performing its obligations under this agreement owing to denial of approvals for development of said project by the authorities and/or any adverse governmental action and/or due to subsistence of any such 3rd party rights in respect of the land which impacts the development / construction of the project of the Total Land or it's beneficial enjoyment by the Developer or it's successors or if the owners fail or refuses to provide necessary documentation / support to the developer for obtaining the required approvals for the project.

12.3 Upon sooner termination of this Agreements by the Developer, the Owners shall compensate to the Developer for all losses and damages as suffered or may be suffered by the Developer

13. DISPUTES/CLAIMS ON THE TITLE OF THE OWNERS

The Owners hereby agrees that in the event any claim is made by a person claiming title through or in trust for the Owners or his predecessor-in title, before any court of Law and, on any ground whatsoever, it shall be the sole responsibility of the Developer to settle and satisfy the claims at its own costs and expenses and secure the consent of such person(s), and likewise, if any document is found to exist which is inconsistent with the representations made by the Owners or which is likely to cause any defect in the title of the Owners, it shall be the responsibility of the Developer to cure such defects at their own costs.

14. POWER OF ATTORNEY

That the Owners shall execute power of Attorney in favour of Developer or its nominee:-

- a. for commencement and completion of the said project ,
- b. to sign and execute various documents as may be required by the concerned authorities from time to time in respect of commencement and completion of the said project and

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For Shiva Profins (P) Ltd.
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- c. for marketing the project in part or in full and to receive application, make allotment, sign allotment letter, agreement for sale, conveyance deed and any other instrument or instruments including lease and license agreement as may be required from time to time for marketing of the project and issue receipt for payment received from the prospective buyers / lessee of the said project and receive the consideration and sign and execute transfer/ sale deed or lease deed /license as may be necessary or transfer of title or occupation of the project in full or in part and/or any papers or documents which are necessary for marketing the said project.
- d. That execution of Power of Attorney by the Owners in favour of the Developer and/or its nominee shall not absolve the Owners from performing its obligations under this Agreement. However the Owners shall execute all such papers and documents as may be required by the Developer or otherwise from time to time for the purposes as stipulated under this agreement.

For Green Gem Estates Pvt. Ltd.
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15. AUTHORIZATIONS

15.1 The Owners undertake to sign all such applications, documents and declarations that may be required by the Developer with respect to the said Land and further the Owners hereby authorize the Developer to submit all such applications and to follow up on it's behalf with Director, Town & Country Planning, Haryana, Chandigarh and all other competent authorities as the Developer deems fit. The Owners agree to execute and register such Power of Attorney(s) in favour of the Developer and/or it's nominees as the Developer may deem necessary, including grant of authority and power to make all the applications to and represent the Owners before all Statutory, Governmental, Local and Municipal Authorities, Departments, Offices, Agencies, Electricity and water supply undertakings, etc. for grant of requisite exemptions, approvals, permissions, NOC's, etc. The said Power of Attorney(s) shall contain the right to sub-delegate all or any of the powers contained therein and shall also include the right to initiate / defend legal cases for the protection of the titles and the possession of the said Land and the buildings to be constructed thereon and the same shall be executed simultaneously with the execution of this Agreement.

15.2 It has been agreed between the parties that prospective buyer may take loan / create mortgage on the specific unit so allotted to the prospective buyers with prior written approval of the Developer.

For Shive Profins (P) Ltd.
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However it shall be sole responsibility of the prospective Buyer to repay the same.

16. NO PARTNERSHIP

- 16.1 This Agreement shall not be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Owners and Developer, save and except what is specifically provided for under the terms of this Agreement.
- 16.2 That each party shall be responsible / liable for their respective obligation under applicable law including Income tax Act.

17. AMENDMENT

- 17.1 That no agent or representative of the parties have authority to vary the terms and conditions contained herein or to make any representation, statement, warranty or agreement not expressed herein, except through written amendment or modification executed by an duly authorized representative of the parties.
- 17.2 If any clause of this Agreement is to be amended, altered, deleted or any additional clause is to be added, then the parties to the Agreement shall do so through execution of a separate addendum to the this Agreement in writing and duly signed by all the parties.

18. NO WAIVER

That any relaxation and/or delay and/or indulgence and/or forbearance shown by either Party in exercising its rights or remedies or options or in insisting upon compliance with any provisions of this Agreement against the other Party shall not be deemed and/or construed to be a waiver or a relinquishment of any such rights or remedies or options of that Party in any manner whatsoever. No waiver by either Party of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

19. SUCCESSORS AND ASSIGNS

Whenever in this Agreement any of the Parties hereto is referred to, such reference shall be deemed to include the successors and

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assigns of such Party and all covenants and agreements which are contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto.

20 REMEDIES

Each of the Parties recognizes and agrees that the remedies at law for any breach of the provisions of this Agreement would be inadequate and that the other party shall, in addition to such other remedies as may be available at law or in equity or as provided in this Agreement, be entitled to injunctive relief, to require an accounting and to enforce its rights by an action for specific performance, all to the full extent permitted by applicable law.

21 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter hereof.

22 SEVERABILITY

If any provision(s) of this Agreement or the application thereof to any person or circumstance is or becomes invalid or unenforceable to any extent due to any change in law or otherwise, the remainder of this Agreement and application of such provision(s) to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

23 NOTICES:

Any notice required to be sent under the terms of this Agreement shall be sent to the Owners and to the Developer at their address as mentioned herein above by courier, FAX, or Registered post.

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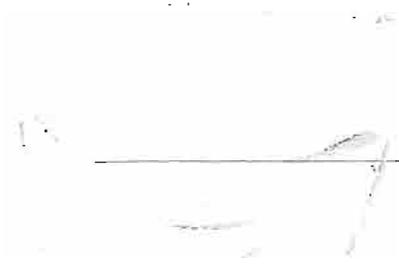
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24 REGISTRATION & ADDITIONAL CLEARANCES

24.1 In the event this Agreement is required by law to be registered, then all the Parties to this Agreement shall take all the required steps to get the same registered and all expenses relating to the said registration shall be borne and paid by the Developer.

24.2 Non registration of this Agreement shall not absolve the respective obligations to be fulfilled by the Owners and the Developer under this Agreement.

24.3 All the expenses, including registration, stamp duty and other similar expenses in respect of the respective allocation shall be paid by the Developer or its prospective Buyer and in respect of the Owners Allocation, if such allocation is transferred by the Owners by their respect buyers.

25 COMPLETE UNDERSTANDING

This Agreement represents the entire understanding between the Parties hereto with respect to the matters dealt herein and supersedes all previous understanding, agreement or arrangement (express or implied) between the Parties in relation to all such matters.

26 NAME OF THE PROJECT:

The name of the Project shall be as may be mutually decided.

27 INDEMNIFICATIONS

27.1 The Owners hereby agree to indemnify the Developer and keep the Developer indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Developer and against all the losses, damages, costs and expenses that may be suffered by the Developer on account of the following :-

27.2 Any defect in the title of the said Land.

27.3 Possession of the said Land getting disturbed by the Owners themselves or by anybody claiming under them.

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For North Star Apartments Pvt. Ltd.
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For Green Gem Estates Pvt. Ltd.
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Authorized Signatory

- 27.4 The Developer also hereby agrees to indemnify the Owners and keep the Owners indemnified at all times from and against all claims, demands, actions, suits and/or proceedings that may be made or taken against the Owners and against all losses, damages, costs and expenses which the Owners may suffer on account of the following:
- 27.5 Any of the representations, statements and assurances made by the Developer are found to be false, fraudulent or misleading
- 27.6 Subject to clauses herein above, any delay in construction and completion of the said buildings due to reasons solely attributable to the Developer.

For Matrix Buildwell Pvt. Ltd.
[Signature]
Authorized Signatory

28 ARBITRATION:

In the event of any dispute arising between the Parties or their legal representatives about the interpretation of this Agreement or matter whatsoever touching upon the agreement whether in the course of or / or after the termination of Agreement, the parties shall at the first instance, make all possible efforts to mutually settle the same and upon failure thereof, the same shall be referred to a sole Arbitrator to be mutually appointed by the parties. In case of failure of agreeing to a sole Arbitrator, either party may approach the Hon'ble High Court at Chandigarh & Haryana to appoint a sole Arbitrator in accordance with the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. During the pendency of the arbitration proceedings the parties shall continue to perform their respective obligations written in this agreement including the disbursement of funds for execution of the project in the best interest of the parties. All decision / Award (s) of the Arbitrator shall be final and binding on the parties and the Venue of Arbitration shall be at Gurgaon.

For Shiva Profins (P) Ltd.
[Signature]
Authorized Signatory

For North Star Apartments Pvt. Ltd.
[Signature]
Authorized Signatory

For Shiva Profins (P) Ltd.
[Signature]
Authorized Signatory

For Estates Towers Pvt. Ltd

[Signature]
Authorized Signatory

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. This is essential for ensuring the integrity of the financial statements and for providing a clear audit trail.

2. The second part of the document outlines the various methods used to collect and analyze data. These methods include interviews, surveys, and focus groups, each of which has its own strengths and limitations.

3.

4.

5. The final part of the document provides a summary of the findings and conclusions. It highlights the key insights gained from the research and offers recommendations for future studies.

6.

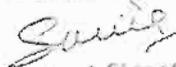
7. The document concludes with a final statement on the importance of ongoing research and the need to stay current in the field.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year first above written in the presence of the following witnesses:

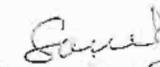
SIGNED AND DELIVERED BY
the within named OWNERS


C.L. ARORA
Advocate
High Court, Gurgaon
8/5/13

M/s M/s Green Gem Estates Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Green Gem Estates Pvt. Ltd.

Authorized Signatory

M/s M/s Matrix Buildwell Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

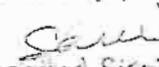
For Matrix Buildwell Pvt. Ltd.

Authorized Signatory

M/s Bluechip Properties Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

Blue Chip Properties Pvt. Ltd

Authorized Signatory

M/s Shiva Profins Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Shiva Profins (P) Ltd.

Authorized Signatory

M/s Esteem Towers Pvt. Ltd
Through its Authorized Signatory
Ms. Sonia Lohia

For Esteem Towers Pvt. Ltd.

Authorized Signatory

SIGNED AND DELIVERED BY
the within named DEVELOPER
M/S North Star Apartments Pvt. Ltd
Through its Authorized Signatory
Ms. Sangeeta Kataria

For North Star Apartments Pvt. Ltd.

Authorized Signatory

WITNESSES:

1. 
C. L. ARORA
Advocate
High Court, Gurgaon

2. 
(Charanjit Singh & Co
By Sumit Singh)
Vill S.P.O, 10th Sector,
Dlt, Gurgaon



Annexure - A

SCHEDULE OF LAND

LAND OWNING COMPANY	REVENUE ESTATE	RECTANGLE NO.	KILLA NO	AREA K - M
Matrix Buildwell Pvt. Ltd	Village Hyatpur	66	19/2	1-11
			22	7-7
			23/1	1-17
			74	1
			2	8-0
			3/1	0-2
			Total	26-17
Green Gem Estates Pvt. Ltd		66	13/2	6-6
			17/2/2	0-11
			18	8-0
		74	7/2	4-0
			8/1	4-14
			13/2	4-14
			14/1	3-16
			18/2/i	1-2
			Total	33.3
Shiva Profins Pvt. Ltd		66	23/1	3-12
		74	3/1	0-5
			Total	3.17
Bluechip Properties Pvt. Ltd		66	18	5-0
			19/1	3-12
			19/2	4-8
			20/1	6-0
			21/1	6-4
			21/2	1-3
			22	8-3
		66	25/2	3-2
			74	3/2
			4	8-0

Blue Chip Properties Pvt. Ltd. *Sangita* Authorized Signatory
 Matrix Buildwell Pvt. Ltd. *Sangita* Authorized Signatory
 For Green Gem Estates Pvt. Ltd. *Sangita* Authorized Signatory

For Shiva Profins (P) Ltd. *Sangita* Authorized Signatory

For Esteem Towers Pvt. Ltd. *Sangita* Authorized Signatory

For North Star Apartments Pvt. Ltd. *Sangita* Authorized Signatory



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For Green Gem Estates Pvt. Ltd.
Sandhu
 Authorized Signatory

For Matrix Buildwell Pvt. Ltd.
Sandhu
 Authorized Signatory

For Shiv Primitives Pvt. Ltd.
Sandhu
 Authorized Signatory

			5/1	2-8
			5/2	5-12
			6	8-0
			8/2	3-6
			9	0-15
			13/1	3-6
			15/2	7-2
			18/2/2	3-6
			19/1	1-0
			22/2	3-8
			23/1	2-0
		75	1	8-0
			2	4-16
			10	8-10
			11	4-10
		76	2/2	4-8
			3/1	2-0
			7/3	2-12
			8/1/2	2-2
			8/2	2-4
			9/1/1	4-4
			13	5-8
			14/1	3-15
			Total	145-17
Esteem Towers Pvt. Ltd		72	4/2/2	1-6
			5	8-0
			6	8-0
			7/1/1	1-2
			7/2	1-2
			12/2	7-9
			13/1	3-12
			13/2	3-16
			14/1	6-10
			14/2	1-10
			15	8-0
			16	8-0
			17	8-0
			18/1	3-16
			18/2	3-12
			19/1	4-18
			22/2	2-6
			23/1	5-4
		73	3	1-11
		74	9	7-5
			10/1/1	0-7

For Shiv Primitives (P) Ltd.
Sandhu
 Authorized Signatory

For Esteem Towers Pvt. Ltd.
Sandhu
 Authorized Signatory

For North Star Apartments Pvt Ltd.
Sandhu
 Authorized Signatory



				10/2	6-4
				16	7-18
				17/2	4-13
				25/1	0-8
				25/2/1	2-1
				Total	115-14

Grand Total 325K 8M or 40.675 acres

For Green Gem Estates Pvt. Ltd.
Sand
 Authorised Signatory

For Matrix Buildwell Pvt. Ltd.
Sand
 Authorised Signatory

For North Star Apartments Pvt. Ltd.
Sand
 Authorised Signatory

For City Properties Pvt. Ltd.
Sand
 Authorised Signatory

For Shiva Profine (P) Ltd.
Sand
 Authorised Signatory

For Esteem Town Pvt. Ltd.
Sand
 Authorised Signatory

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M/s



Buildwell Pvt Ltd ETC

Ajay Pal Stamp Vendor
Regn. No. 35
Distt. Courts, Gurugram

[Signature]

3/8/13



[Handwritten notes]

ADDENDUM TO COLLABORATION AGREEMENT

THIS ADDENDUM TO COLLABORATION AGREEMENT is executed on this 04th day of September, 2013 between

M/s Martix Buildwell Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Green Gem Estates Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Shiva Profins Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

Sonia

Gurugram

प्रलेख नः 13182

दिनांक 04/09/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील गुडगांवा	गांव/शहर हयातपुर
	भवन का विवरण
	भूमि का विवरण
	धन संबंधी विवरण
राशि 0.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 0.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: C L Arora Adv

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 04/09/2013 दिन बुधवार समय 3:35:00PM बजे श्री/श्रीमती/कुमारी M/s Matrix Buildwell Pvt Ltd etc थ्रु/सुजा लोहिया श्री/श्रीमती/कुमारी निवासी B-4/43 Safdarjung Enclave NDelhi द्वारा रजिस्ट्रेशन हेतु प्रस्तुत किया गया।

Souja
हस्ताक्षर प्रस्तुतकर्ता



उप/सर्वोक्त रजिस्ट्रार अधिकारी
गुडगांवा

श्री M/s Matrix Buildwell Pvt Ltd etc थ्रु Souja Lohia (OTHER)

उपरोक्त पेशकर्ता श्री/श्रीमती/कुमारी Thru Gaurav Garg दख्खर हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दख्खर ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अधिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी C L Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN व श्री/श्रीमती/कुमारी S C Arora पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Adv GGN ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 04/09/2013

U
उप/सर्वोक्त रजिस्ट्रार अधिकारी
गुडगांवा

M/s Bluechip Properties Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

M/s Esteem Towers Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-4/43, Safdarjung Enclave, New Delhi 110029, through Ms. Sonia Lohia authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors , administrators and assigns.

.....of the First Part

AND

M/s North Star Apartments Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office 4th Floor, The Plaza, M. G. Road, Gurgaon, Haryana through Mr. Gaurav Garg authorized vide Board resolution dated 01.08.2013, which expression shall unless repugnant to the contest mean and include its successors, administrator and assigns.

.....of the Second Part

The Parties of the First Part shall herein after jointly be referred to as the 'OWNERS' and Party of the Second part shall herein after be referred to as 'DEVELOPER'.

WHEREAS, a Party of First part are Owners of land measuring 40.675 acres situated in the revenue estate of village Hayatpur, District Gurgaon Harayana (herein after referred to "**Said Land**") in respect of which they have entered into a Collaboration Agreement with Party of Second part registered vide document no. 3450 dated 08.05.2013 at Sub-Registrar, Gurgaon.

NOW as per LOI dated 20.06.2013 issued by Director General, Town & Country Planning, Haryana, we, both the parties i.e. all the land owning companies and the developer company mutually agreed and further declare that:

1. That the developer company i.e. North Star Apartments Pvt. Ltd. shall be responsible for compliance of all terms & conditions of license/ provisions of Act of 1975 & Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DGTCP, Haryana whichever is earlier.
2. The agreement shall be irrevocable and no modification/alternation etc. in the terms & conditions of such agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.

Gaurav Garg

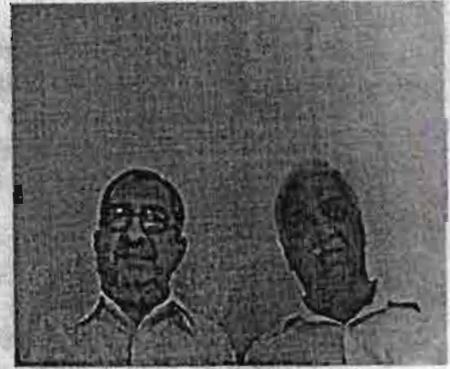
Sonia Lohia



पेशकर्ता



दावेदार



गवाह



उप /सयुक्त मैजिस्ट्रेट अधिकारी

पेशकर्ता	Sonia Lohia		<i>Sonia</i>
दावेदार	Thru- Gaurav Garg		<i>Gaurav</i>
गवाह	CL Arora		<i>CL</i>
गवाह	SC Arora		<i>SC</i>

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year first above written in the presence of the following witnesses:

**SIGNED AND DELIVERED BY
the within named OWNERS**


4/19/13
Drafted at Bt. No. 3875
C. L. ARORA
Advocate
Distt. Courts, Gurgaon

Soumya

**Through Ms. Sonia Lohia
Authorized Signatory**

**SIGNED AND DELIVERED BY
the within named DEVELOPER**

Gaurav

**Through Mr. Gaurav Garg
Authorized Signatory**

WITNESSES:

1. 
C. L. ARORA
Advocate
Distt. Courts, Gurgaon

2. 
S. C. Arora
Advocate
District Courts, Gurgaon

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 13,182 आज दिनांक 04/09/2013 को बही न: 1 जिल्द न: 13,050 के पृष्ठ न: 93 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 3,109 के पृष्ठ सख्या 15 से 16 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुल्य मेरे सामने किये है ।

दिनांक 04/09/2013

उप/सर्वोक्त पंजीयन अधिकारी
गुडगांवा

